

**TOWN OF BLOOMING GROVE  
NOTICE TO BIDDERS  
GARBAGE COLLECTION CONTRACT**

NOTICE IS HEREBY GIVEN that sealed bids for: Garbage and Refuse Collection Contract, hereinafter (Bid Item), will be received by the Town of Blooming Grove at the office of the Town Clerk, 6 Horton Road, Blooming Grove, New York 10914, until 11:00 o'clock AM on November 3, 2017, and then be publicly opened and read aloud.

Copies of the Information for Bidders, Bid Proposal Form, and Specifications may be obtained at the Office of the Town Clerk. Bids must be submitted on official forms and in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder, designation of the Bid Item exactly as specified above and "Town of Blooming Grove".

The Town reserves the right to reject any and/or all bids and/or to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law §103.

Dated: October 18, 2017

BY ORDER OF THE TOWN BOARD  
DARLENA E. DECKER, TOWN CLERK

**TOWN OF BLOOMING GROVE  
GARBAGE, REFUSE, AND RECYCLABLE COLLECTION BIDS  
SUMMARY**

The Town Board of the Town of Blooming Grove, County of Orange, New York, invites the submission of sealed bids for garbage and refuse collection from all single-family and two-family residences in the Town of Blooming Grove, including the Village of Washingtonville and Village of South Blooming Grove (the "Town"), but excluding the existing Mt. Lodge Garbage District. This contract includes condominiums, such as the Rolling Hills condominium, but does not include multiple dwelling apartments. Each bidder must submit alternative bids as follows:

**Alternative 1:** Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

**Alternative 2:** Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

**Alternative 3:** Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

**Alternative 4:** Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Bidders must submit prices for all Alternatives.

Bids must be submitted as the price per dwelling unit per month.

For informational purposes only, there are approximately 4,895 single-family dwelling units and 110 two-family dwellings (220 units) in the Town.

The Mt. Lodge Garbage District is excluded from this contract. This District comprises Town Tax Map sections 22-37, as generally shown on the annexed map.

The Contractor must comply with all laws, rules and regulations governing solid waste collection, transport, disposal and all related matters.

The initial term of the contract commences January 1, 2018, and ends on December 31, 2018. The contract contains four (4) option years at the Town's sole option. Bids must be submitted for each of the five (5) years. Specifications and other contract/bid documents are attached.

**INFORMATION FOR BIDDERS  
REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

**1. Receipt and Opening of Bid.**

The TOWN OF BLOOMING GROVE invites bids for the "Bid Item" specified in the "Notice to Bidders" as detailed in the specifications attached hereto. Bids will be received at the office of the Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

**2. Preparation of Bid.**

a. **Sealed envelope.** Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1). **Bid for: Garbage and Refuse Collection  
Town of Blooming Grove.**

(2). **The name and address of the bidder.** Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

<b>Town of Blooming Grove 6 Horton Road, P. O. Box 358 Blooming Grove, NY 10914</b>	<b>Proposal for: Garbage and Refuse Collection</b>
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b. **Bid Proposal.** All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. **Non-Collusion Certification.** Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. **Bid Security.** Each bid must be accompanied by bid security in the form of a bid bond or certified or cashiers check payable to the Town in the amount set forth in the Specifications. Bid securities will be returned within seven (7) days after opening of the bids, to all Bidders except the three Bidders the Town believes to have a reasonable chance of receiving the award if the bid, and the remaining securities will be returned to the unsuccessful bidders within 45 days of the bid opening. If the successful bidder abandons the

e. bid by failing to timely perform the requirements of the bid, including execution of any agreements and/or failure to post any required performance bonds, the bid security will be forfeited to and retained by the Town. In addition, the Town shall be entitled to liquidated damages of the difference between the forfeited security and the additional cost to the Town by reason of the abandonment.

#### **Bid Checklist.**

- |      |                                       |        |
|------|---------------------------------------|--------|
| (1). | Sealed envelope properly labeled      | (    ) |
| (2). | Bid proposal form                     | (    ) |
| (3). | Non-collusion certification           | (    ) |
| (4). | Bid Security- Bond or certified check | (    ) |

### **3. Addenda and Interpretation.**

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Clerk of the Town of Blooming Grove, 6 Horton Road, P. O. Box 358, Blooming Grove, New York 10914, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

### **4. Deviations from Specifications.**

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

### **5. Duration of Bid.**

Prices and bids shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

### **6. Performance Bond.**

A performance bond is required. Please check the General Requirements or Specifications for details.

**7. Bid Price.**

The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind be allowed.

**8. Taxes.**

The bid price shall not include any excise, sales or other taxes from which the Town is exempt.

**9. Qualifications of Bidders.**

Bidders must have appropriate experience or acquired knowledge in or about servicing the Town residents with garbage and refuse collection services. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of, such bidders fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted.

The bidder shall submit with its bid proposal to Town the following:

- a. A brief explanation of bidder's technical qualifications to complete the scope of work outlined in the RFP.
- b. The organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with the delivery or performance schedules set out in the RFP taking into consideration other business commitments.
- c. Documents demonstrating a satisfactory record of performance and business integrity.
- d. Name, address, telephone number and qualifications of all persons who will perform the terms and conditions of the contract.
- e. Audited annual financial statements, or equivalent, to demonstrate financial stability satisfactory to the Town.
- f. All relevant experience, including the names and contact information of 3 to 5 municipal clients as references and the length of time of client relationship.
- g. Upon request of the Town Board, the bidder shall allow authorized representatives of the Town full and free access to bidder's garages and permit inspections of the equipment and vehicles used in performance of the work.

**10. Statement of Equality.**

Reference made to trade means, manufacturers names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Town reserves the right to approve all proposed "equals".

**11. Town's Reservation of Rights.**

The contract will be awarded to the lowest responsible bidder furnishing the required security, subject, however, to Chapter 5 of the Town Code, titled "Best-Value Contracts". The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town or to reject any and all bids and to readvertise for bids. The Town specifically reserves the right to waive any informalities in the bids tendered.

**12.** The Town reserves the unqualified right, in its sole and absolute discretion, to reject all bid proposals, to undertake discussions and modifications with one or more of the bidders and to proceed with a bid proposal or modified proposal, if any, which in its judgment will under all circumstances serve the public interest. **Selection Criteria**

The town will use the following criteria, in on order of importance, as a guideline to review each proposal, if appropriate, to select a Contracting Vendor:

- Bidder's demonstrated experience to carry out its proposal;
- Bidder's financial strength;
- A satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
- Potential financial benefit to the Town based on a cost/benefit analysis of the proposal; and
- The level of detail and credibility of the Proposal, including evaluation of key personnel who will be carrying out the scope of work.

**NOTE:** Other requirements are found in the Specifications annexed hereto.

**TOWN OF BLOOMING GROVE  
BID SPECIFICATIONS FOR  
GARBAGE AND REFUSE COLLECTION CONTRACT**

1. The Town of Blooming Grove is accepting bids for a garbage collection and disposal contract for the Town's Garbage District No. 2. This service area comprises the entire Town (including the Villages of Washingtonville and South Blooming Grove), but excluding the Mt. Lodge Park area. This is a multi-year contract. The initial term shall be for one year (Year 1), commencing on January 1, 2018, and ending on December 31, 2018. The contract may be extended annually at the Town's sole option for one (1) to four (4) additional one-year terms (Years 2, 3, 4 and 5.) The Town will endeavor to give written notice of a contract extension forty-five (45) days prior to the end of the then-current term.

The bidder must submit a price for Year 1, Year 2, Year 3, Year 4 and Year 5.

2.     **Alternative 1.**     Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

**Alternative 2.**     Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.



**Alternative 3.**

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring and fall, dates to be determined by Town).

**Alternative 4.**

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring and fall, dates to be determined by Town).

The bidder must submit a price for **all Alternatives**.

In order for the Town to properly evaluate **Alternatives 1 and 3** bids, each bidder shall submit with its bid the bidder's itemized estimates of the weight in tons of: (a) refuse, garbage and recyclables; and (b) bulk items collected in the Town, and shall submit its actual tipping fees per ton, together with its landfill disposal agreement(s). Said weight estimates may be amended at any time by the Contractor, provided the Contractor supplies reasons to the Town to support such amendment. The Contractor's estimate must be approved by the Town and such approved estimate, or actual weights, if required by the Town, will be used by the parties to calculate any adjustment in contract price due to a change in tipping fees. The Contractor is required to provide documented evidence of any change in tipping fees and, in the event of an increase in tipping fees, the Contractor must provide documented evidence of its efforts to locate an alternative disposal site. Any increase in tipping fees for which the Town is responsible to pay shall not exceed the increase in fees incurred by the Contractor. If tipping fees decrease, the Contractor is required to notify the Town in writing immediately.

3. Each bid shall be accompanied by a certified check or bid bond from a domestic carrier licensed to do business in the State of New York in an amount not less than \$100,000.

4. The successful bidder shall be required to provide to the Town prior to the execution of the contract a performance bond in the form of a certified check, letter of credit or surety bond issued by a domestic carrier licensed to do business in the State of New York. Said bond must be approved by the Town. The performance bond amount and term must be in an amount of 50% of the Year 1 total bid price and must secure performance for Year 1, provided that a new or amended performance bond is provided annually to secure performance for the following contract year in an amount of 50% of the following year's contract price, which bond shall be provided to the Town at least 30 days prior to commencement of the following contract year.

5. The bidder shall have at least two (2) years of business experience in the field of garbage collection and removal.

6. If the successful bidder to whom a contract has been awarded fails to furnish the required proof of insurance coverage or performance bond, or to execute the contract as required by these specifications, such failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the bid bond shall be forfeited to and become the property of the Town of Blooming Grove as liquidated damages and not a penalty. In addition, the Town shall be entitled to recover as damages the difference between the forfeited security and all additional costs, to the Town, including reasonable attorney's fees, arising or resulting from any such failure.

7. The contract is attached to the bidding documents. The terms set forth therein are part of the bidding documents. Execution of the contract by the successful bidder is a formality, it being understood and agreed that the bid and award of bid constitute a contract.

8. The successful bidder shall be prepared to, and agrees to, commence collection on January 1, 2018, unless otherwise agreed by the parties.

## **SCOPE OF WORK**

1. **Collection and Disposal Required.** The Contractor agrees to properly collect and remove, transport and dispose garbage, refuse, recyclables and bulk items at the frequency set forth in this contract. The Contractor shall collect from the side of the roadway all such materials packaged in accordance with County and Town regulations. The successful bidder shall provide one (1) 95-gallon toter for garbage and one (1) 95-gallon toter for recycling per dwelling unit. The Contractor's monthly invoice shall include a unit cost per toter and an estimated monthly gross weight per toter.

Any additional toter collected per dwelling unit by Contractor shall be at the Contractor's expense.

2. **Responsibility of Contractor for excess toters.** In no event shall the cost of providing and collecting additional toters in excess of the two (2) 95-gallon toters identified in item #1 be passed on to the Town ("excess toters"). All tipping fees associated with excess toters shall also be the sole responsibility of the Contractor. The Contractor may contract with individual residents separately for such services but in no event shall the Town be a party to or responsible in any way for such additional services.

3. **Contractor reporting.** The Contractor shall provide the Town with an accounting of the gross weight of all refuse collected pursuant to this Agreement in such form and frequency as determined by the Town Board. To ensure that any cost for collection and disposal of refuse from "excess toters" is not charged to the Town, the report shall separately identify the accumulated gross weight of all "excess toters" refuse collected, if any.

4. **Collection From All Roads.** The Contractor shall collect such materials from residences which front upon or have driveway access to all roadways in the Town, including private roads. Each bidder is responsible for familiarizing itself with the location of all roadways and residences.

5. **Labor and Equipment.** The successful bidder shall furnish and properly maintain at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, materials and transportation necessary and proper to provide an adequate and uninterrupted garbage collection service during the contract term in accordance with all terms, conditions, and requirements set forth.

6. **Days of Collection.** The day(s) of collection garbage and recyclables shall be mutually agreed by the parties upon award of the contract. No collection shall be made on Saturdays or Sundays.

7. **Time of Collection.** Collection shall start not earlier than 6:00 A.M. and shall be completed by 6:00 P.M. each day, unless express permission is given by the Town for a later hour. No garbage trucks shall enter the Town's streets for collection prior to 6:00 A.M.

8. **Recycled Materials Collection.** Materials designated to be recycled by the County of Orange and other applicable regulations shall be collected once (1) per week in accordance with applicable regulations. Recyclables collection shall be on the same day as garbage collection at no additional cost.

9. **Holidays.** No collection shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event the mandatory collection day falls on a national holiday, collection shall take place the following day. The Contractor shall provide the Town with a list of said national holidays at the time of delivery of the contract.

10. **Notice of No or Late Collection.** If for any other reason the Contractor cannot collect or will be late collecting on any day, he shall notify the office of the Receiver of Taxes immediately. This provision shall in no way be interpreted to allow any change in collection days, but is included to impose a duty on the Contractor to keep the Town promptly informed if changes resulting from matters, such as inclement weather, beyond the Contractor's control.

11. **Collection of Bulk Refuse.** The Contractor shall pick up from residences and properly dispose all large bulk refuse at no additional charge. Based on Alternatives 1 and 2, from April 1 through December 31 of each year, each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection. Based on Alternatives 3 and 4, collection shall include bulk items collection two (2) times during the contract year. The Contractor shall collect materials such as, but not limited to, refrigerators, washing machines, clothes dryers, stoves, hot water boilers, baby carriages, furniture and other household items from all residences served under this contract. The collection of such items shall be made in accordance with all applicable rules and regulations.

12. **Due Care.** The Contractor must use due care in collection and disposal of garbage and refuse, both in handling receptacles and in transportation of said materials. The Contractor shall place all garbage cans back into a garbage can enclosure where provided. The Contractor shall not leave any garbage cans in the road. The Contractor is responsible for all damage to receptacles and enclosures and must clean up all spilled materials or scattered papers or other materials caused by carelessness on the part of the Contractor's employees in handling the materials or caused by the discharge of any materials from trucks during transportation. The Contractor must instruct his employees to be courteous at all times while performing the work. Any differences arising between the Contractor or his employees and the residents of the Town must be settled satisfactorily by the Contractor. Any such difference or dispute concerning performance of the work not satisfactorily resolved shall be decided by the Town and that decision shall be binding. Work shall continue notwithstanding such dispute.

13. **Vehicles of Contractor.** The successful bidder shall submit a statement with the proposal showing the number, make and capacity of trucks to be used in the performance of the work. All vehicles shall be watertight and shall

be so constructed that materials shall not fall on the highways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily, and shall at all times be subject to the approval of the Orange County Department of Health, New York State Department of Health or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein. All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letter at least four (4) inches in size.

14. **Transportation of Materials Collected.** The successful bidder shall transport all materials in accordance with law and so as to prevent odors or the dropping of any such matter upon streets, private property, or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collecting and loading; and shall be responsible for any spillage while collecting, loading; or transporting the same.

15. **Disposal of Materials.** The Contractor shall dispose of all materials collected at a permitted and lawful disposal site and shall comply with all laws, regulations and rules concerning the disposal of solid waste.

16. **Payment.** Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the fifteenth day of each month for the preceding month's work upon approval of a voucher submitted on the first day of the month in which payment is sought.

17. **Inspection.** The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this contract and the Contractor shall allow the inspectors free access to any and all equipment of the Contractor at all times.

18. **Disposal Information.** The Contractor shall provide to the Town within five (5) days of the Town's, or its designee's, request any and all information and documents pertaining to the materials collected, the disposal site, and tipping fees.

19. **Laws and Permits.** The Contractor, subcontractors, or any person acting on their behalf shall strictly comply with all Federal, State and local laws, including but not limited to the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. Prevailing wages shall be paid, if applicable. The Contractor shall procure and maintain, at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges.

20. **Disputes.** In case of a dispute between the Town and the Contractor, work shall continue until the dispute is resolved, or in the event the dispute cannot be resolved, work shall continue until the matter is finally adjudicated by a court.

21. **Non-Discrimination.**

- a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. No Contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, age, gender or national origin.
- c. The contract may be canceled or terminated by the Town Board upon sixty (60) days written notice and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

22. **Behavior of Employees.** It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the Contractor, his agents or employees shall solicit, or be permitted to solicit, gratuities of any kind for or during the performance of any work in connection with the collection service; the Contractor and his agents and employees shall be polite and courteous at all times to all persons served and shall give them the benefit of the doubt in all disputes. If the containers are removed or destroyed by the Contractor's workers, the Contractor shall replace them at his expense with new containers equal to the originals. The Contractor shall, without liability on the part of the Town or its officers, be required to discharge or otherwise discipline any of his agents or employees shown to the satisfaction of the Town Board to have been of neglectful or careless in the conduct of collection service, or who unnecessarily damaged containers or other property of residents, or who was discourteous to any resident.

23. **Indemnification.** The Contractor agrees to defend (using attorneys subject to the Town's reasonable approval), indemnify and hold harmless the Town, its officers and employees, from any and all liability, claims, actions, judgments, injuries, damages, and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may result or arise from the performance of this contract. The Contractor agrees and acknowledges that the Contractor is not an employee or agent of the Town and that the Town is not an owner, arranger, generator, transporter or storer of any of the materials collected, removed or disposed pursuant to this contract. The Contractor expressly indemnifies and holds harmless the Town, its officers and employees from any and all liability, which may result or arise from any violation, alleged or otherwise, of environmental laws. The Contractor shall take proper measures to guard against all liability.

**Insurance.** The Contractor shall obtain liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$1,000,000/\$2,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$1,000,000/\$2,000,000; property damage insurance in minimum amounts of \$1,000,000/\$2,000,000; and statutory workers compensation insurance. The Town shall be named as an additional insured on said policy or policies. The Contractor shall provide to the Town an insurance endorsement and certificate of insurance demonstrating that the Town is named as an additional insured and containing a provision that the Town shall receive written notice of any modification, suspension or cancellation of insurance coverage at least thirty (30) days prior thereto and further providing that without such notice, such modification, suspension or cancellation shall be ineffective. The Town may require the Contractor to produce evidence at the time of the filing of the certificate of insurance that the premium or premiums on said policy have been paid. If a policy is to be canceled for nonpayment of premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the Contractor under the contract.

The Contractor shall procure and furnish, and at all times keep in force, a New York State statutory policy of Worker's Compensation Insurance and a disability benefits policy.

**24. Non-Transferability of Contracts.** Pursuant to Section 109 of the General Municipal Law:

- a. A bidder and/or Contractor, to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Town Board.
- b. If any bidder and/or Contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract to any other person or corporation, the Town Board shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such Contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or Contractor, his assigned transferees or sublessees shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-award the Contract will all expenses to be underwritten by the Contractor.

25. **Default.** In the event of the failure of the Contractor to carry out the terms of the contract, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default within forty-eight (48) hours after written notices to the Contractor and the issuer of the performance bond by certified mail, fax, overnight service or personally, the Town Board may contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages to the Town, shall be paid by the Contractor. Said amount or any portion thereof may be deducted from any outstanding balances owed the Contractor by the Town Board, draw(s) on the performance bond and/or any other relief available to the Town.

26. **Damages, Remedies and Liquidated Damages.** Notwithstanding any term or condition of the performance bond,

a. In the event of the repeated neglect or failure of the Contractor to remove garbage from any of the residences on the day when collections should be made and where the garbage has been properly placed for removal prior to the Contractor passing the residence; or any violation of these specifications or other contract term, the Contractor shall pay to the Town as liquidated damages the sum of One Hundred (\$100.00) Dollars for each such failure or violation if the Town Board shall so elect. It shall be deemed to be a violation of the contract if the Contractor shall permit or suffer any of his drivers or other employees to collect or remove garbage in any way other than as provided herein, or as provided by any rules hereafter adopted by the Town Board; or (ii) to deposit any materials upon property within the Town.

b. In addition to and not in lieu of other available remedies, after notice to the Contractor and upon declaration of the Contractor's default by the Town, the Town may terminate or suspend the contract, or perform any part of the work at the expense of the Contractor, as determined by the Town Board to be in the Town's best interest. Upon notice, the Town may contract with another contractor to properly perform the work, at the expense of the Contractor. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Town in having the work performed that was the responsibility of the Contractor and the costs, including reasonable attorney's fees, shall be recoverable from the Contractor.

c. Any determination made by the Town Board pursuant to paragraphs (a) or (b) of this section may be appealed by the Contractor to the Town Board within fifteen (15) days of the mailing of the determination to the Contractor. In addition, prior to any action by the Town Board pursuant to paragraph (b) of this Section, the Contractor shall have the opportunity for a hearing before the Town Board.



d. It is understood and agreed that any required payment of damages shall not be deemed a waiver of the Town's right to terminate the contract.

e. The Contractor further agrees that in the event of any default in the performance of the work required hereunder to reimburse the Town all costs, expenses and damages the Town may incur in completing the work in accordance with the contract.

f. It is further understood and agreed that if the Contractor is declared by the Town Board to have defaulted in the performance of the contract, the Contractor shall pay the Town, in addition to the other costs, One Thousand (\$1,000) Dollars per collection day for each day the Contractor is in default, as liquidated damages.

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this contract, except as required by law, nor terminate the liability of the financial institution or insurance company securing the performance bond, which security and bond shall remain in full force and effect. Any adjudication of insolvency or bankruptcy may be declared by the Town as a default by the Contractor.

## AGREEMENT PUBLIC WORK

THIS AGREEMENT by and between the Town of Blooming Grove (on behalf of Blooming Grove Garbage District No. 2), a municipal corporation of the State of New York, having its principal offices at 6 Horton Road, Blooming Grove, New York 10914, hereinafter called the "Municipality"; and the "Contractor", as set forth in the attached "Bid Proposal" accepted by the Municipality.

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

### I. THE CONTRACT

It is understood that all the bid documents and/or specifications attached constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

### II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment, and fixtures appurtenant thereto, as set forth in the Contractor's proposal as accepted by the Municipality.

### III. PAYMENT

The Municipality, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in his proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly payments on estimates as may be set forth in the specifications and as authorized by law. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

### IV. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest

in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable for the work.

VII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

VIII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

IX. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

X. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the

Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XI. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.


XII. NOTICE OF CLAIM

Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same determined to be valid. A claim accrues at the time the Contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the \_\_\_\_\_ Contractor's final voucher under this agreement.

Dated: NOV. 3, 2017

TOWN OF BLOOMING GROVE

By: \_\_\_\_\_  
ROBERT FROMAGET, SUPERVISOR

By:  \_\_\_\_\_  
CONTRACTOR  
MICHAEL MARANGI, VICE PRESIDENT  
COTTAGE CARTING INC. DBA MARANGI DISPOSAL

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties or perjury, affirms the truth thereof.

Dated: NOV. 3, 2017

\_\_\_\_\_  
(Signature of Bidder, if Individual)

COTTAGE CARTING INC. DBA MARANGI DISPOSAL  
(Name of Corporation)

By:  VICE PRESIDENT  
(Signature and Title of Officer)

(CORPORATE SEAL)

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER**

CONTRACTOR'S AFFIDAVIT  
FOR  
RELEASE OF RETAINAGE  
AND/OR  
FINAL PAYMENT

TOWN OF BLOOMING GROVE  
Municipality

Contractor COTTAGE CARTING INC DBA MARANGI DISPOSAL

Project GARBAGE, REFUSE & RECYCLING Address 366 HIGHLAND AVE EXT  
COLLECTION

MIDDLETOWN, N.Y. 10940

Phone # 845-343-5566

Contract # \_\_\_\_\_

STATE OF NEW YORK     )  
                                      :SS.:  
COUNTY OF ORANGE     )

MICHAEL MARANGI, being duly sworn, deposes and says:

1. He is the VICE PRESIDENT (TITLE) of the Contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.

2. There are no claims, liens, or judgments against the Contractor except as set forth herein:

NO EXCEPTIONS

(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

3. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

NO EXCEPTIONS

(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

4. The Municipality, upon the release of retainage requested herewith, is released of any and all claims by the Contractor with respect to the project to the date hereof.

5. This certification is made to induce the Municipality to release final payment and/or retainage held pursuant to the contract in accordance with General Municipal Law §106-b.



SIGNATURE

AFFIX SEAL, IF CORPORATION:

Subscribed and sworn to before me  
on the 1 day of November, 2017.

Jacquelyn S Gentile  
NOTARY PUBLIC - STATE OF

JACQUELYN S GENTILE  
Notary Public, State of New York  
No. 01GE6358542  
Qualified in Orange County  
Commission Expires May 08, 2024

## BID PROPOSAL

Cottage Carting Inc. dba Marangi Disposal (Bidder), a (corporation, partnership, sole proprietorship) organized under the laws of the State of New York, having examined the documents and specifications in compliance with the Town of Blooming Grove invitation for bid on - garbage and refuse collection - hereby proposes to furnish the services specified at the prices set forth. Each price must be set forth as the price per dwelling unit per month. Bidders must submit prices for all years and for all Alternatives.

### Alternative 1

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Year 1:	Twenty One Dollars	/	\$ 21.00
	(words)		(figures)
Year 2:	Twenty One Dollars	/	\$ 21.00
	(words)		(figures)
Year 3:	Twenty One Dollars	/	\$ 21.00
	(words)		(figures)
Year 4:	Twenty One Dollars	/	\$ 21.00
	(words)		(figures)
Year 5:	Twenty One Dollars	/	\$ 21.00
	(words)		(figures)

## Alternative 2

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Year 1:	Twenty Two Dollars	/	\$ 22.00
	(words)		(figures)
Year 2:	Twenty Two Dollars	/	\$ 22.00
	(words)		(figures)
Year 3:	Twenty Two Dollars	/	\$ 22.00
	(words)		(figures)
Year 4:	Twenty Two Dollars	/	\$ 22.00
	(words)		(figures)
Year 5:	Twenty Two Dollars	/	\$ 22.00
	(words)		(figures)



### Alternative 3

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Year 1:	Twenty Three Dollars	/	\$ 23.00
	(words)		(figures)
Year 2:	Twenty Three Dollars	/	\$ 23.00
	(words)		(figures)
Year 3:	Twenty Three Dollars	/	\$ 23.00
	(words)		(figures)
Year 4:	Twenty Three Dollars	/	\$ 23.00
	(words)		(figures)
Year 5:	Twenty Three Dollars	/	\$ 23.00
	(words)		(figures)

#### Alternative 4

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Year 1:	Twenty Four Dollars	/	\$ 24.00
	(words)		(figures)
Year 2:	Twenty Four Dollars	/	\$ 24.00
	(words)		(figures)
Year 3:	Twenty Four Dollars	/	\$ 24.00
	(words)		(figures)
Year 4:	Twenty Four Dollars	/	\$ 24.00
	(words)		(figures)
Year 5:	Twenty Four Dollars	/	\$ 24.00
	(words)		(figures)

The contract may be awarded by the Town based upon the total bid or portion thereof as determined to be in the best interests of the Town. The bid will remain open 45 days. Acceptance of this bid by the Town constitutes a contract. Bidder agrees that this bid is made in accordance with the Town specifications and documents.

Bidder acknowledges receipt of the following addenda:

Respectfully submitted,  
Bidder: Cottage Carting Inc. dba Marangi Disposal

By:   
Michael Marangi Vice President

Accepted by resolution dated: \_\_\_\_\_

CORPORATE  
SEAL

\_\_\_\_\_  
Darlana E. Decker, Town Clerk

**MICHAEL J. DIMASE**  
6 Russet Court  
Wallkill, NY 12589

**Experience: September 8, 2008 – Current    Marangi Disposal/Donato Marangi Middletown, NY 10940**  
**Sales Manager**

- Focused on driving the sales department on prospecting, selling, and marketing complex waste removal Service options to medium and large commercial accounts.
- Consistently exceed monthly/yearly forecasts in this highly competitive region.

**September 1999 – 2008    Waste Management/IWS    Chester, NY 10918**

- Responsible for retaining accounts and selling waste removal contracts to all kinds of accounts, medium and large.

**June 1996-August 1999    The Beverage Station    Newburgh, NY 12550**

**Owner & Manager**

- Responsible for overseeing daily operations of beverage wholesale and retail business.
- Operation of this startup business opportunity required innovative; selling programs, optimization Of purchasing approach and inventory control, meeting with vendors, renegotiation of contracts and new contract development, designing direct to customer advertising schema, in-store merchandising, And complete sole proprietor accounting systems implementation.

**1995-1996    Grolsch Importers Inc.    NY State/ Atlanta, GA**

**Division Manager**

- Managed company relations with multiple distributors and retailers throughout New York State.

**1993 – 1994    Alberto Culver USA    NY/NJ / Chicago, IL**

**New York / New Jersey District Manager**

- Manage sales force for Alberto Culver 10 salespeople.
- Responsibilities included training salespeople and customer relations.

**1977-1993    Johnson & Johnson Consumer Products Inc.    Skillman, NJ**

**Key Account Manager**

- Manage High volume accounts, Chain headquarters. Main focus on the sales and marketing relations with key accounts throughout NY, NJ, CT, PA.
- Responsibilities, product lines' and business focus varied through tenure with J & J.

**Education**

**1970 – 1972    Dutchess County Community College**

## Michael Gentile

31 Erin Court, Middletown, NY 10941 • 845-222-9230 • michaelgentile666@yahoo.com

### Experience

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**10/2006 – Present**  
*Operations Manager*

**Marangi Disposal**

**Middletown, NY**

- Oversees all operational activity of waste and recycling collection and hauling at Marangi Disposal – hiring, routing, scheduling, and supervising of front end, rear end and roll off drivers, helpers, mechanics, and welders.
- Oversees all operations at West Point Transfer Station for inbound and outbound solid waste materials. Liaison between Federal Government personnel and Marangi Disposal owners.

**01/2005 – 09/2006**  
*Site Manager*

**Donato Marangi Inc.**

**Valley Cottage, NY**

- Ran day to day operations at West Point Transfer Station.
- Licensed Weigh Master to scale trucks in and out.
- Supervised yard staff in loading inbound material into outbound trailers for transport to landfills.

**03/2003 – 12/2005**  
*Owner*

**MAG Maintenance**

**Middletown, NY**

- Self-employed Owner/Operator of general maintenance and repair business.

**01/2001 – 02/2003**  
*Site Manager*

**Waste Management**

**Hillburn, NY**

- Supervised front end, rear end and roll off drivers and helpers on all trash and recycling collection and hauling routes operating out of Waste Management facility in Hillburn, NY.

**02/1998 – 12/2000**  
*Transfer Station Supervisor*

**Waste Management**

**Chestnut Ridge, NY**

- Ran day to day operations at Chestnut Ridge Transfer Station.
- Licensed Weigh Master to scale trucks in and out.
- Supervised yard staff in loading inbound material into outbound trailers for transport to landfills.

**05/1990 – 01/1998**  
*Various Management Positions*

**All Waste Systems**

**Goshen, NY**

- Compactor repair technician (2 years)
- Scatter Route supervisor. (2 year)
- Supervised yard staff in loading inbound material into outbound trailers for transport to landfills. Licensed Weigh Master to scale trucks in and out. (4 years)

**09/1989 – 04/1990**

**Suburban Carting**

**Mamaroneck, NY**

*Compactor Repair Technician*

- Repair all issues on compactors as needed.

## **Education**

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**09/1978 – 06/1980**

**Westchester Community College**

**Valhalla, NY**

*Associates Degree - Business Administration*

## **References**

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*References are available on request.*

**COTTAGE CARTING INC dba MARANGI DISPOSAL**

<b>WORK EXPERIENCE</b>	
<b>NAME of MUNICIPALITY or MAJOR CLIENT</b>	<b>TYPE OF WORK PERFORMED</b>
MONROE - TOWN & VILLAGE	CURBSIDE TRASH & RECYCLING & BULK
ORANGE COUNTY DPW	DUMPSTER & ROLL OFF
WARWICK VLY CENTRAL SCHOOLS	DUMPSTER & ROLL OFF
WASHINGTONVILLE SCHOOLS	DUMPSTER & ROLL OFF
TOWN OF BLOOMING GROVE - GOVT SITES	DUMPSTER & ROLL OFF
TOWN OF BLOOMING GROVE - MT LODGE PARK	CURBSIDE TRASH & RECYCLING & BULK
FEDERAL PRISON @ OTISVILLE	DUMPSTER & ROLL OFF
KOLMAR	DUMPSTER & ROLL OFF
C&S WHOLESALE GROCERS	DUMPSTER & ROLL OFF
UNFI	DUMPSTER & ROLL OFF

**COTTAGE CARTING INC dba MARANGI DISPOSAL**

**LIST OF OFFICERS**

LAST NAME	FIRST NAME	MIDDLE INITIAL	TITLE	% OWNERSHIP	STREET ADDRESS
MARANGI	MARKES	M	PRESIDENT	51	32 PINE GLEN DR BLAUVELT, NY 10913
MARANGI	MICHAEL	J	VICE-PRESIDENT	49	6 WILLOW CT SOUTH NYACK, NY 10960
MARANGI	DOMINICK	J	SECRETARY	NONE	32 PINE GLEN DR BLAUVELT, NY 10913

**TOWN OF BLOOMING GROVE  
GARBAGE COLLECTION**

**PAGE 5 ATTACHMENT F**

**THREE REFERENCES**

**1. TOWN & VILLAGE OF MONROE & VILLAGE OF HARRIMAN**

**CONTACT: HARLEY DOLES**

**1465 ORANGE TURNPIKE**

**MONROE, N.Y. 10950**

**P: 845-783-1900 EXT 105**

**F: 845-782-5597**

**LENTH OF TIME 7YRS**

**2. WASHINGTONVILLE CENTRAL SCHOOL DISTRICT**

**CONTACT: JEAN DELONGIS**

**52 WEST MAIN ST**

**WASHINGTONVILLE, N.Y. 10992**

**P: 845-497-4000**

**F: 845-497-4006**

**EMAIL:JDELONGIS@WS.K12.NY.US**

**LENTH OF TIME 6 YRS**

**3. TOWN OF BLOOMING GROVE**

**MOUNTAIN LODGE PARK**

**CONTACT: ROBERT A. FROMAGET**

**6 HORTON RD**

**BLOOMING GROVE, N.Y. 10914**

**P: 845-496-5223**

**F: 845-496-1362**

**LENTH OF TIME 4 YRS**



**MARANGI DISPOSAL****TRUCK LIST  
2017- 2018**

NUMBER OF PERMITS	MARANGI TRUK #	VIN
1	13	1FT8X313T4DEA88888
2	21	JALE5W162B7301407
3	24	1M2P267C01M057638
4	30	1M2K185C0NM004634
5	43	5KKMAEAV54PM43097
6	44	1M2K189C94M023420
7	50	1M2AV02CX9M003549
8	52	5KKMAEDR29PAL8890
9	53	1M2AV02C9BM007758
10	54	1M2AX09C3CM011595
11	55	1M2AV02C38M002354
12	56	5KKMAEDR0CPBM8084
13	57	1M2AV04C6DM010133
14	105	1M2K195C82M019686
15	108	1M2AG11C63M004545
16	109	1M2K189C44M025415
17	112	1M2AG11C36M023686
18	113	1M2K189C37M036653
19	114	1M2AT04C47M001747
20	115	5KKMAEAV07PX74612
21	116	1M2AV04C88M001312
22	117	1M2AV04C88M001326
23	118	5KKMAED61GPHN7051
24	119	1M2K195C51M017797
25	120	1M2K195C11M017795
26	121	1M2K189C16M031580
27	122	1M2AV02C2AM005784
28	123	1M2AV02CXAM006116
29	124	1M2AX04C9GM025353
30	127	1M2AV02C4AM005236
31	128	5PVNJ8JT682S51289
32	138	1M2AV02C28M002863
33	139	1M2AV04C0HM017164

Independent Accountant's Compilation Report

To the Stockholders  
Donato Marangi, Inc. and Affiliates

We have compiled the accompanying combined balance sheet of Donato Marangi, Inc. and Affiliates as of December 31, 2013, and the related combined statements of income and retained earnings and cash flows and for the year then ended. We have not audited or reviewed the accompanying combined financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The supplementary information contained in the schedules on pages 6 to 10 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code and New Jersey and New York State Statutes to be "S" Corporations. In lieu of corporate income taxes, the stockholders of an "S" Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in the financial statements.

Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's combined financial statements do not include the accounts of 366 Highland DMI, LLC that the Company has determined is a variable interest entity and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the combined financial position, results of operations, and cash flows have not been determined.

*CohnReznick LLP*

Roseland, New Jersey  
August 12, 2014

Donato Marangi, Inc. and Affiliates

Combined Balance Sheet  
December 31, 2013

Assets

Current assets:

Cash	\$ 9,518
Accounts receivable, net	1,606,320
Note receivable - current	314,551
Prepaid expenses and other current assets	265,551
Total current assets	<u>2,195,940</u>

Property and equipment, net of accumulated depreciation

1,896,284

Intangible assets, net of accumulated amortization

797,262

Goodwill

190,000

Due from related parties

530,274

Restricted cash

739,211

Deposit

20,926

Note receivable-- long-term

2,299,396

Total

\$ 8,669,293

Liabilities and Stockholders' Equity

Current liabilities:

Current portion of long-term debt	1,490,279
Due to related parties - current portion	104,399
Accounts payable and accrued expenses	3,094,271
Total current liabilities	<u>4,688,949</u>

Long-term debt, net of current portion

1,425,922

Due to stockholders

1,248,960

Due to related parties

367,952

Total liabilities

7,731,783

Commitments

Stockholders' equity:

Common stock, no par value, 300 shares authorized, issued and outstanding	102,000
Retained earnings	835,510
Total stockholders' equity	<u>937,510</u>

Total

\$ 8,669,293

See Independent Accountant's Compilation Report

Donato Marangi, Inc. and Affiliates  
 Combined Statement of Income and Retained Earnings  
 Year Ended December 31, 2013

Net revenue	\$ 20,266,003
Cost of revenue	<u>17,520,267</u>
Gross profit	<u>2,745,736</u>
Operating expenses:	
Selling, general and administrative	3,400,651
Depreciation and amortization	<u>1,117,579</u>
Total	<u>4,518,230</u>
Loss from operations	<u>(1,772,494)</u>
Other income (expense):	
Interest and other income	156,871
Insurance recovery	120,703
Gain on sale of fixed assets and intangibles	4,512,981
Interest expense	<u>(283,576)</u>
Total	<u>4,506,979</u>
Net income	2,734,485
Accumulated deficit, beginning of year	(1,621,453)
Distributions	(277,522)
Retained earnings, end of year	<u><u>\$ 835,510</u></u>

See Independent Accountant's Compilation Report.

Donato Marangi, Inc. and Affiliates

Combined Statement of Cash Flows  
Year Ended December 31, 2013

Operating activities:	
Net income	\$ 2,734,485
Adjustments to reconcile net income to net cash used in operating activities:	
Gain on sale of fixed assets and intangibles	(4,512,981)
Depreciation and amortization	1,117,579
Bad debts	27,373
Changes in operating assets and liabilities:	
Accounts receivable	997,246
Prepaid expenses and other current assets	(103,253)
Accounts payable and accrued expenses	(1,558,955)
Net cash used in operating activities	<u>(1,298,506)</u>
Investing activities:	
Proceeds from sale of business assets	4,560,000
Collection of note receivable	407,486
Purchases of property and equipment	(90,011)
Acquisition of customer routes	(50,000)
Restricted cash	(1,108)
Net cash provided by investing activities	<u>4,826,367</u>
Financing activities:	
Repayments of notes payable	(100,000)
Repayments of long-term debt	(3,279,591)
Repayments to related parties	(122,699)
Distributions	(277,522)
Advances from stockholders	59,912
Net cash used in financing activities	<u>(3,719,900)</u>
Net decrease in cash	(192,039)
Cash, beginning of year	<u>201,557</u>
Cash, end of year	<u>\$ 9,518</u>
Supplemental disclosure of cash flow data:	
Interest paid	<u>\$ 290,792</u>
Supplemental disclosures of noncash investing and financing activities:	
Issuance of note receivable for sale of fixed assets and intangibles	<u>\$ 3,000,000</u>
Equipment acquired under long-term debt	<u>724,010</u>

See Independent Accountant's Compilation Report.

**Donato Marangi, Inc. and Affiliates**

**Combining Balance Sheet  
December 31, 2013**

<u>Assets</u>	<u>Donato Marangi, Inc.</u>	<u>Cottage Caring, Inc.</u>	<u>Advanced Waste Systems, Inc.</u>	<u>Eliminations</u>	<u>Combined</u>
Current assets:					
Cash	\$ 7,811	\$ 1,681	\$ 28	\$ -	\$ 9,518
Accounts receivable, net	598,384	941,669	68,287	-	1,608,320
Note receivable - current			314,551	-	314,551
Prepaid expenses and other current assets	130,447	11,228	123,876	-	265,551
Total current assets	734,622	954,578	506,740	-	2,195,940
Property and equipment, net	796,618	761,026	338,640	-	1,896,284
Intangible assets, net	409,872	355,390	32,000	-	797,262
Goodwill	190,000			-	190,000
Due from related parties	655,909	700,952	935,971	(1,762,558)	530,274
Restricted cash		739,211		-	739,211
Deposit	6,707	12,173	2,046	-	20,926
Note receivable - long-term			2,299,396	-	2,299,396
Totals	\$ 2,793,728	\$ 3,523,330	\$ 4,114,793	\$ (1,762,558)	\$ 8,669,293

See Independent Accountant's Compilation Report.

Donato Marangi, Inc. and Affiliates

Combining Balance Sheet  
December 31, 2013

Liabilities and Stockholders' Equity (Deficiency)	Donato Marangi, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	Eliminations	Combined
Current liabilities:					
Current portion of long-term debt	\$ 685,172	\$ 497,468	\$ 327,639	\$ -	\$ 1,490,279
Due to related parties		50,499	53,900		104,399
Accounts payable and accrued expenses	879,031	1,569,532	646,708		3,094,271
Total current liabilities	1,544,203	2,117,499	1,027,247		4,688,949
Long-term debt	593,160	680,358	152,404		1,425,922
Due to stockholders	472,883	677,159	98,918		1,248,960
Due to related parties	195,179	1,267,622	667,709	(1,762,558)	367,952
Total liabilities	2,805,425	4,742,638	1,946,278	(1,762,558)	7,731,783
Stockholders' equity (deficiency):					
Common stock	50,000	50,000	2,000		102,000
Retained earnings (accumulated deficit)	(61,697)	(1,269,308)	2,166,515		835,510
Total stockholders' equity (deficiency)	(11,697)	(1,219,308)	2,168,515		937,510
Totals	\$ 2,793,728	\$ 3,523,330	\$ 4,114,793	\$ (1,762,558)	\$ 8,669,293

See Independent Accountant's Compilation Report.

**Donato Marangi, Inc. and Affiliates**

**Combining Statement of Income and Retained Earnings (Accumulated Deficit)  
Year Ended December 31, 2013**

	Donato Marangi, Inc.	Cottage Carling, Inc.	Advanced Waste Systems, Inc.	Eliminations	Combined
Net revenue	\$ 7,472,246	\$ 11,244,887	\$ 1,548,070	\$ -	\$ 20,266,003
Cost of revenue	5,258,739	10,041,830	2,221,696	-	17,520,267
Gross profit (loss)	2,215,607	1,203,057	(672,820)	-	2,745,736
Operating expenses:					
Selling, general and administrative	1,343,924	853,370	1,203,357	-	3,400,651
Depreciation and amortization	471,127	376,770	289,882	-	1,117,679
Totals	1,815,051	1,230,140	1,473,039	-	4,518,230
Income (loss) from operations	400,456	(27,083)	(2,145,667)	-	(1,772,494)
Other income (expense):					
Interest and other income	4,300	1,106	151,465	-	156,871
Insurance recovery	120,703	-	-	-	120,703
Gain on sale of fixed assets and intangibles	-	9,331	4,503,650	-	4,512,981
Interest expense	(49,994)	(158,023)	(75,559)	-	(283,576)
Totals	75,009	(147,588)	4,579,556	-	4,506,979
Net income (loss)	475,465	(174,669)	2,433,689	-	2,734,485
Retained earnings (accumulated deficit), beginning of year	(537,162)	(1,094,639)	10,348	-	(1,621,453)
Distributions	-	-	(277,522)	-	(277,522)
Retained earnings (accumulated deficit), end of year	\$ (61,697)	\$ (1,269,308)	\$ 2,166,515	\$ -	\$ 835,510

See Independent Accountant's Compilation Report.



**Donato Marangli, Inc. and Affiliates**

**Combining Cost of Revenue  
Year Ended December 31, 2013**

	Donato Marangli, Inc.	Cottage Carling, Inc.	Advanced Waste Systems, Inc.	Eliminations	Combined
Direct labor	\$ 708,085	\$ 2,294,657	\$ 1,048,809	\$ -	\$ 4,051,551
Payroll taxes	62,814	199,144	97,000	-	358,958
Disposal costs	1,958,953	4,557,424	365,798	-	6,882,175
Reimbursed labor and expenses	584,324	(33,970)	(608,026)	-	(57,672)
Rental and occupancy	57,000	270,000	-	-	327,000
Shop supplies	101,294	297,282	357	-	338,933
Vehicles costs	533,565	689,537	101,578	-	1,304,668
Repairs and maintenance	24,504	66,711	-	-	91,215
Fuel	523,340	983,485	178,088	-	1,684,913
Workers' compensation insurance	152,362	221,743	582,190	-	956,295
Subcontracting	11,905	83,668	14,196	-	109,767
Insurance	228,839	209,325	115,722	-	553,886
Equipment rental	10,294	6,241	-	-	16,535
Licenses and permits	28,745	23,010	24,622	-	76,377
Union benefits	201,827	198,720	274,269	-	674,816
Utilities	35,957	-	-	-	35,957
Uniforms	7,438	30,225	9,109	-	46,772
Violations	5,333	7,113	14,681	-	27,127
Highway use tax	20,170	17,517	3,307	-	40,994
<b>Totals</b>	<b>\$ 5,256,739</b>	<b>\$ 10,041,830</b>	<b>\$ 2,221,698</b>	<b>\$ -</b>	<b>\$ 17,520,267</b>

See Independent Accountant's Compilation Report.

**Donato Marangi, Inc. and Affiliates**

**Combining Selling, General and Administrative Expenses  
Year Ended December 31, 2013**

	Donato Marangi, Inc.	Cottage Carling, Inc.	Advanced Waste Systems, Inc.	Eliminations	Combined
Officers' payroll	\$ 525,300	\$ 124,000	\$ 50,375	\$ -	\$ 699,675
Administrative payroll	889,006	285,165	282,919	-	1,437,090
Payroll taxes	101,079	48,769	28,090	-	177,928
Employee benefits	117,737	31,282	(620)	-	148,399
Officer's life insurance	30,993	-	-	-	30,993
Professional fees	23,340	60,488	224,093	-	307,921
Repairs and maintenance	25,461	-	-	-	25,461
Office expenses	27,930	120,116	10,024	-	158,070
Travel and entertainment	40,785	54,933	12,907	-	108,625
Automobile expense	15,597	29,874	-	-	45,471
Advertising and promotion	16,115	12,187	-	-	28,302
Bad debts	8,704	14,612	4,057	-	27,373
Telephone	49,143	17,778	-	-	66,921
Donations	11,580	2,664	1,000	-	15,244
Miscellaneous	45,159	24,083	7,846	-	77,088
Bank charges	9,455	27,429	9,216	-	46,100
Management fee	(593,450)	-	593,450	-	-
<b>Totals</b>	<b>\$ 1,343,924</b>	<b>\$ 853,370</b>	<b>\$ 1,203,367</b>	<b>\$ -</b>	<b>\$ 3,400,651</b>

See Independent Accountant's Compilation Report.

# KOMORSKY, MASON, ROTHSTEIN & ASSOCIATES, LLP

*Certified Public Accountants*

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New City, New York 10956

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To the Board of Directors  
Donato Marangi, Inc. and Affiliates  
175 Route 303  
Valley Cottage, NY 10989

We have compiled the accompanying combined balance sheet of Donato Marangi, Inc. and Affiliates as of December 31, 2014 and the related combined statement of income and retained earnings and cash flow for the year then ended in accordance with statements on standards for accounting and review services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The supplementary information contained in the schedules on pages 5 to 9 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Management has also elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the Company's financial position and the results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code and New Jersey and New York State Statutes to be "S" Corporations. In lieu of corporate income taxes, the stockholders of an "S" Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in the financial statements.

Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's combined financial statements do not include the accounts of 366 Highland DML LLC that the Company has determined is a variable interest entity and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the combined financial position, results of operations, and cash flows have not been determined.

*Komorsky, Mason, Rothstein & Associates LLP*

Komorsky, Mason, Rothstein & Associates LLP  
Certified Public Accountants  
March 27, 2015

DONATO MARANGI, INC. AND AFFILIATES  
COMBINED BALANCE SHEET  
DECEMBER 31, 2014

ASSETS

Current assets	
Cash	\$ 61,764
Accounts receivable, net	1,807,300
Note receivable - current	623,809
Prepaid expenses and other current assets	2,935
Total current assets	<u>2,495,808</u>
Fixed assets, net of accumulated depreciation	1,106,163
Intangible assets, net of accumulated amortization	1,495,293
Note receivable - long-term	1,582,515
Restricted cash	<u>739,828</u>
Total assets	<u>\$ 7,419,607</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities	
Accounts payable and accrued expenses	2,644,304
Current portion of long-term debt	1,282,529
Sales tax payable	32,289
Total current liabilities	<u>3,959,122</u>
Due to stockholders	1,525,124
Long-term debt, net of current portion	959,558
Total liabilities	<u>6,443,804</u>
Stockholders' equity	
Common stock, no par value; 300 shares authorized, issued, and outstanding	102,000
Retained earnings	873,803
Total stockholders' equity	<u>975,803</u>
Total liabilities and stockholders' equity	<u>\$ 7,419,607</u>

DONATO MARANGI, INC. AND AFFILIATES  
COMBINED STATEMENT OF INCOME AND RETAINED EARNINGS  
FOR THE YEAR ENDED DECEMBER 31, 2014

Net revenue	\$ 20,635,402
Cost of revenue	<u>16,320,485</u>
Gross profit	<u>4,314,917</u>
Operating expenses	
Selling, general, and administrative	3,458,612
Depreciation and amortization	<u>848,074</u>
Total	<u>4,306,686</u>
Income (loss) from operations	<u>8,231</u>
Other income (expenses)	
Insurance recovery	29,200
Interest expense	(182,491)
Interest and other income	<u>183,353</u>
Total other income (expenses)	<u>30,062</u>
Net income (loss)	<u>38,293</u>
Retained earnings, beginning of the year	<u>835,510</u>
Retained earnings, end of the year	<u>\$ 873,803</u>

DONATO MARANGI, INC. AND AFFILIATES  
COMBINED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2014

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income (loss)	\$ 38,293
Changes in operating assets and liabilities:	
Depreciation and amortization	848,074
Accounts receivable	(200,980)
Prepaid expenses and other current assets	262,616
Accounts payable and accrued expenses	(449,967)
Sales tax payable	32,289
Cash provided by (used in) operating activities	<u>530,325</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Acquisition of customer routes	(618,984)
Collection of note receivable	407,623
Disposition of fixed assets	53,000
Restricted cash	(617)
Security deposit	20,926
Cash provided by (used in) investing activities	<u>(138,052)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Advances from stockholders	334,087
Repayments of long-term debt	(674,114)
Cash provided by (used in) financing activities	<u>(340,027)</u>

Net change in cash 52,246

Cash, beginning of year 9,518

Cash, end of year \$ 61,764

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING BALANCE SHEET  
DECEMBER 31, 2014

ASSETS	Donato Marangi, Inc.	Cottage Carling, Inc.	Advanced Waste Systems, Inc.	Combined
Current assets				
Cash	\$ 46,992	\$ 493	\$ 14,279	\$ 61,764
Accounts receivable, net	681,283	1,081,646	44,371	1,807,300
Note receivable - current	26,626	0	597,183	623,809
Prepaid expenses and other current assets	550	1,985	400	2,935
Total current assets	<u>755,451</u>	<u>1,084,124</u>	<u>656,233</u>	<u>2,495,808</u>
Fixed assets, net of accumulated depreciation	417,000	471,464	217,699	1,106,163
Intangible assets, net of accumulated amortization	535,458	940,633	19,202	1,495,293
Note receivable - long-term	0	0	1,582,515	1,582,515
Restricted cash	0	739,828	0	739,828
Total assets	<u>\$ 1,707,909</u>	<u>\$ 3,236,049</u>	<u>\$ 2,475,649</u>	<u>\$ 7,419,607</u>

See Accountant's Compilation Report

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING BALANCE SHEET  
DECEMBER 31, 2014

LIABILITIES AND STOCKHOLDERS' EQUITY	Advanced Waste Systems, Inc.			Combined
	Donato Marangi, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	
Current liabilities				
Accounts payable and accrued expenses	\$ 537,813	\$ 1,760,974	\$ 345,517	\$ 2,644,304
Current portion of long-term debt	483,480	702,716	96,333	1,282,529
Sales Tax Payable	27,656	4,633	0	32,289
Total current liabilities	<u>1,048,949</u>	<u>2,468,323</u>	<u>441,850</u>	<u>3,959,122</u>
Due to stockholders	340,488	1,331,038	(146,400)	1,525,124
Long-term debt, net of current portion	285,153	543,479	130,926	959,558
Total liabilities	<u>1,674,588</u>	<u>4,342,840</u>	<u>426,376</u>	<u>6,443,804</u>
Stockholders' equity				
Common stock, no par value; 300 shares authorized, issued, and outstanding	50,000	50,000	2,000	102,000
Retained earnings	(16,679)	(1,156,791)	2,047,273	873,803
Total stockholders' equity	<u>33,321</u>	<u>(1,106,791)</u>	<u>2,049,273</u>	<u>975,803</u>
Total liabilities and stockholders' equity	<u>\$ 1,707,909</u>	<u>\$ 3,236,049</u>	<u>\$ 2,475,649</u>	<u>\$ 7,419,607</u>

See Accountant's Compilation Report



DONATO, MARANGI, INC. AND AFFILIATES  
COMBINING STATEMENT OF INCOME AND RETAINED EARNINGS  
FOR THE YEAR ENDED DECEMBER 31, 2014

	Donato Marangi, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	Combined
Net revenue	\$ 7,755,882	\$ 12,713,868	\$ 165,652	\$ 20,635,402
Cost of revenue	5,339,940	10,886,777	93,768	16,320,485
Gross profit (loss)	2,415,942	1,827,091	71,884	4,314,917
Operating expenses				
Selling, general, and administrative	1,916,028	1,312,256	230,328	3,458,612
Depreciation and amortization	425,388	304,448	118,238	848,074
Totals	2,341,416	1,616,704	348,566	4,306,686
Income (loss) from operations	74,526	210,387	(276,682)	8,231
Other income (expenses)				
Insurance recovery	23,275	5,925	0	29,200
Interest expense	(74,920)	(104,412)	(3,159)	(182,491)
Interest and other income	22,134	617	160,602	183,353
Total other income (expenses)	(29,511)	(97,870)	157,443	30,062
Net income (loss)	45,015	112,517	(119,239)	38,293
Retained earnings, beginning of the year	(61,694)	(1,269,308)	2,166,512	835,510
Retained earnings, end of the year	\$ (16,679)	\$ (1,156,791)	\$ 2,047,273	\$ 873,803

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DONATO MARANGI, INC. AND AFFILIATES  
COMBINING COST OF REVENUE  
FOR THE YEAR ENDED DECEMBER 31, 2014

	Donato Marangi, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	Combined
Direct labor	\$ 655,915	\$ 2,051,938	\$ 718,392	\$ 3,426,245
Disposal costs	2,777,034	4,681,000	0	7,458,034
Equipment rental	8,705	11,683	0	20,388
Fuel	451,950	1,013,883	0	1,465,833
Highway use tax	23,776	34,472	5,465	63,713
Insurance	421,304	280,450	16,219	717,973
Insurance - workers' compensation	132,595	253,524	69,992	456,111
Licenses and permits	30,162	25,899	15,806	71,867
Management Expense	0	900,000	(900,000)	0
Rental and occupancy	220,000	284,000	0	504,000
Shop supplies	73,398	278,013	0	351,411
Subcontracting	9,405	40,690	10,760	60,855
Uniforms	8,040	33,739	4,730	46,509
Union benefits	183,165	355,824	143,839	682,828
Utilities	39,685	0	2,046	41,731
Vehicle costs	304,806	641,662	6,519	952,987
	<u>\$ 5,339,940</u>	<u>\$ 10,886,777</u>	<u>\$ 93,768</u>	<u>\$ 16,320,485</u>

See Accountant's Compilation Report

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2014

	Donato Marangi, Inc.	Cottage Carding, Inc.	Advanced Waste Systems, Inc.	Combined
Advertising and promotion	\$ 13,830	\$ 10,530	0	\$ 24,360
Automobile expenses	35,928	61,682	1,410	99,020
Bank charges	11,874	31,568	0	43,442
Computer & internet	29,283	13,204	0	42,487
Corporate tax	3,000	1,625	520	5,145
Office expenses	23,207	86,121	2,077	111,405
Payroll - administrative	981,625	640,462	88,743	1,710,830
Payroll - officers	533,600	0	0	533,600
Payroll taxes	163,915	249,316	82,302	495,533
Professional fees	49,490	134,732	53,986	238,208
Repairs and maintenance	29,709	21,631	0	51,340
Telephone	27,834	20,370	960	49,164
Travel and entertainment	12,733	41,015	330	54,078
	<u>\$ 1,916,028</u>	<u>\$ 1,312,256</u>	<u>\$ 230,328</u>	<u>\$ 3,458,612</u>

See Accountant's Compilation Report

**KOMORSKY, MASON, ROTHSTEIN & ASSOCIATES, LLP**  
*Certified Public Accountants*

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To the Board of Directors,  
Donato Marangi, Inc. and Affiliates  
175 Route 303  
Valley Cottage, NY 10989

We have compiled the accompanying combined balance sheet of Donato Marangi, Inc. and Affiliates as of December 31, 2015 and the related combined statement of income and retained earnings and cash flow for the year then ended in accordance with standards for accounting and review services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The supplementary information contained in the schedules on pages 5 to 9 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Management has also elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the Company's financial position and the results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code and New Jersey and New York State Statutes to be "S" Corporations. In lieu of corporate income taxes, the stockholders of an "S" Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in the financial statements.

Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's combined financial statements do not include the accounts of 366 Highland DMI, LLC that the Company has determined is a variable interest entity and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the combined financial position, results of operations, and cash flows have not been determined.

*Komorsky, Mason, Rothstein & Associates LLP*

Komorsky, Mason, Rothstein & Associates LLP  
Certified Public Accountants  
March 23, 2016

DONATO MARANGI, INC. AND AFFILIATES  
COMBINED BALANCE SHEET  
DECEMBER 31, 2015

ASSETS

Current assets	
Cash	\$ 254,870
Accounts receivable, net	2,700,083
Note receivable - current	750,417
Prepaid expenses and other current assets	808
Total current assets	<u>3,706,178</u>
Fixed assets, net of accumulated depreciation	719,802
Intangible assets, net of accumulated amortization	1,359,920
Note receivable - long-term	850,810
Restricted cash	<u>739,828</u>
Total assets	<u>\$ 7,376,538</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities	
Accounts payable and accrued expenses	2,187,989
Current portion of long-term debt	1,031,275
Sales tax payable	109,616
Total current liabilities	<u>3,328,880</u>
Due to stockholders	2,042,056
Long-term debt, net of current portion	<u>947,924</u>
Total liabilities	<u>6,318,860</u>
Stockholders' equity	
Common stock, no par value; 300 shares authorized, issued, and outstanding	102,000
Retained earnings	<u>955,678</u>
Total stockholders' equity	<u>1,057,678</u>
Total liabilities and stockholders' equity	<u>\$ 7,376,538</u>

DONATO MARANGI, INC. AND AFFILIATES  
 COMBINED STATEMENT OF INCOME AND RETAINED EARNINGS  
 FOR THE YEAR ENDED DECEMBER 31, 2015

Net revenue	\$ 23,499,263
Cost of revenue	<u>19,478,602</u>
Gross profit	<u>4,020,661</u>
Operating expenses	
Selling, general, and administrative	2,497,524
Depreciation and amortization	<u>1,449,206</u>
Total	<u>3,946,730</u>
Income (loss) from operations	<u>73,931</u>
Other income (expenses)	
Insurance recovery	20,052
Interest expense	(147,735)
Interest and other income	<u>135,627</u>
Total other income (expenses)	<u>7,944</u>
Net income (loss)	81,875
Retained earnings, beginning of the year	<u>873,803</u>
Retained earnings, end of the year	<u>\$ 955,678</u>

DONATO MARANGI, INC. AND AFFILIATES  
COMBINED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income (loss)	\$ 81,875
Changes in operating assets and liabilities:	
Depreciation and amortization	1,449,206
Accounts receivable	(892,783)
Prepaid expenses and other current assets	2,127
Accounts payable and accrued expenses	(456,315)
Sales tax payable	77,327
Cash provided by (used in) operating activities	<u>261,437</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Acquisition of fixed assets	(927,472)
Collection of note receivable	605,097
Cash provided by (used in) investing activities	<u>(322,375)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Advances from stockholders	516,932
Proceeds from of long-term debt	1,074,752
Repayments of long-term debt	(1,337,640)
Cash provided by (used in) financing activities	<u>254,044</u>

Net change in cash 193,106

Cash, beginning of year 61,764

Cash, end of year \$ 254,870

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING BALANCE SHEET  
DECEMBER 31, 2015

ASSETS	Donato Marangl, Inc.	Cottage Carting, Inc.	Advanced		Combined
			Waste	Systems, Inc.	
Current assets:					
Cash	\$ 167,436	\$ 3,712	\$ 83,722	\$	\$ 254,870
Accounts receivable, net	887,768	1,803,351	8,974		2,700,083
Note receivable - current	19,813	0	730,804		750,417
Prepaid expenses and other current assets	0	808	0		808
Total current assets	<u>1,074,807</u>	<u>1,807,871</u>	<u>823,500</u>		<u>3,706,178</u>
Fixed assets, net of accumulated depreciation:					
Intangible assets, net of accumulated amortization	328,681	289,527	101,594		719,802
Note receivable - long-term	471,724	871,127	17,089		1,359,920
Restricted cash	0	0	850,810		850,810
	0	739,828	0		739,828
Total assets	<u>\$ 1,875,212</u>	<u>\$ 3,708,353</u>	<u>\$ 1,792,973</u>		<u>\$ 7,376,538</u>



DONATO, MARANGI, INC. AND AFFILIATES  
COMBINING BALANCE SHEET  
DECEMBER 31, 2015

LIABILITIES AND STOCKHOLDERS' EQUITY

	Donato Marangi, Inc.	Cottage Caring, Inc.	Advanced Waste Systems, Inc.	Combined
Current liabilities:				
Accounts payable and accrued expenses	\$ 287,317	\$ 1,897,620	\$ 3,052	\$ 2,187,989
Current portion of long-term debt	411,069	528,458	91,748	1,031,275
Sales Tax Payable	27,500	82,116	0	109,616
Total current liabilities	<u>725,886</u>	<u>2,508,194</u>	<u>94,800</u>	<u>3,328,880</u>
Due to stockholders	618,985	1,798,537	(375,466)	2,042,056
Long-term debt, net of current portion	<u>377,478</u>	<u>473,650</u>	<u>96,796</u>	<u>947,924</u>
Total liabilities	<u>1,722,349</u>	<u>4,780,381</u>	<u>(183,670)</u>	<u>6,318,660</u>
Stockholders' equity:				
Common stock, no par value; 300 shares authorized, issued, and outstanding	50,000	50,000	2,000	102,000
Retained earnings	102,863	(1,122,028)	1,974,843	955,678
Total stockholders' equity	<u>152,863</u>	<u>(1,072,028)</u>	<u>1,976,843</u>	<u>1,057,678</u>
Total liabilities and stockholders' equity	<u>\$ 1,875,212</u>	<u>\$ 3,708,353</u>	<u>\$ 1,792,973</u>	<u>\$ 7,376,538</u>

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING STATEMENT OF INCOME AND RETAINED EARNINGS  
FOR THE YEAR ENDED DECEMBER 31, 2015

	Donato Marangi, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	Combined
Net revenue	\$ 8,516,431	\$ 14,972,693	\$ 10,139	\$ 23,499,263
Cost of revenue	6,310,134	13,084,508	83,960	19,478,602
Gross profit (loss)	2,206,297	1,888,185	(73,821)	4,020,661
Operating expenses:				
Selling, general, and administrative	1,463,432	1,029,142	4,950	2,497,524
Depreciation and amortization	598,304	732,664	118,238	1,449,206
Totals	2,061,736	1,761,806	123,188	3,946,730
Income (loss) from operations	144,561	126,379	(197,009)	73,931
Other income (expenses):				
Insurance recovery	20,052	0	0	20,052
Interest expense	(46,439)	(91,616)	(9,680)	(147,735)
Interest and other income	1,368	0	134,259	135,627
Total other income (expenses)	(25,019)	(91,616)	124,579	7,944
Net income (loss)	119,542	34,763	(72,430)	81,875
Retained earnings, beginning of the year	(16,679)	(1,156,791)	2,047,273	873,803
Retained earnings, end of the year	\$ 102,863	\$ (1,122,028)	\$ 1,974,843	\$ 955,678

See Accountant's Compilation Report

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING COST OF REVENUE  
FOR THE YEAR ENDED DECEMBER 31, 2015

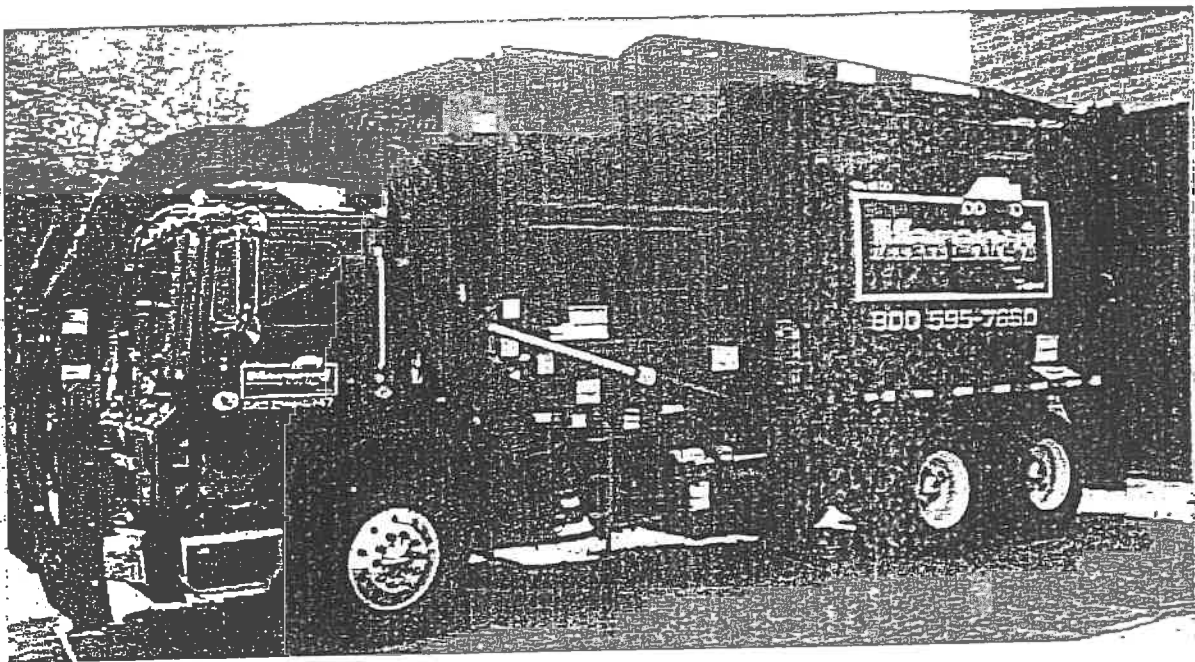
	Donato Marangi, Inc.	Cottage Caring, Inc.	Advanced Waste Systems, Inc.	Combined
Direct labor	\$ 681,335	\$ 1,296,008		\$ 1,977,343
Disposal costs	2,573,112	6,266,574		8,839,686
Employee Leasing	1,140,151	1,975,779		3,115,930
Equipment rental	4,757	33,340		38,097
Fuel	306,382	792,148		1,098,530
Highway use tax	25,642	22,535	6,145	54,322
Insurance	381,775	337,784		719,559
Insurance - workers' compensation	198,005	208,359	46,994	449,358
Licenses and permits	41,122	65,544	16,367	123,033
Rental and occupancy	160,000	278,319		436,319
Shop supplies	61,047	334,798		395,845
Subcontracting	9,133	41,571	14,454	65,158
Uniforms	9,372	44,842		54,214
Union benefits	256,251	469,895		726,146
Utilities	33,177	0		33,177
Vehicle costs	430,873	921,012		1,351,885
	<u>\$ 6,310,134</u>	<u>\$ 13,084,508</u>	<u>\$ 83,960</u>	<u>\$ 19,478,602</u>

See Accountant's Compilation Report

DONATO MARANGI, INC. AND AFFILIATES  
COMBINING SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2016

	Donato Marangl, Inc.	Cottage Carting, Inc.	Advanced Waste Systems, Inc.	Combined
Advertising and promotion	\$ 22,092	\$ 13,969		\$ 36,061
Automobile expenses	21,196	77,358	307	98,861
Bank charges	14,446	34,916		49,362
Computer & Internet	26,560	12,645	80	38,285
Corporate tax	750	1,425		2,175
Office expenses	28,415	109,673	507	138,595
Payroll - administrative	532,165	400,890		933,055
Payroll - officers	543,862	0		543,862
Payroll taxes	132,739	173,897		306,636
Professional fees	38,106	110,072	4,056	152,234
Repairs and maintenance	55,621	36,815		92,336
Telephone	36,114	17,652		53,766
Travel and entertainment	12,466	39,830		52,296
	<u>\$ 1,463,432</u>	<u>\$ 1,029,142</u>	<u>\$ 4,950</u>	<u>\$ 2,497,524</u>

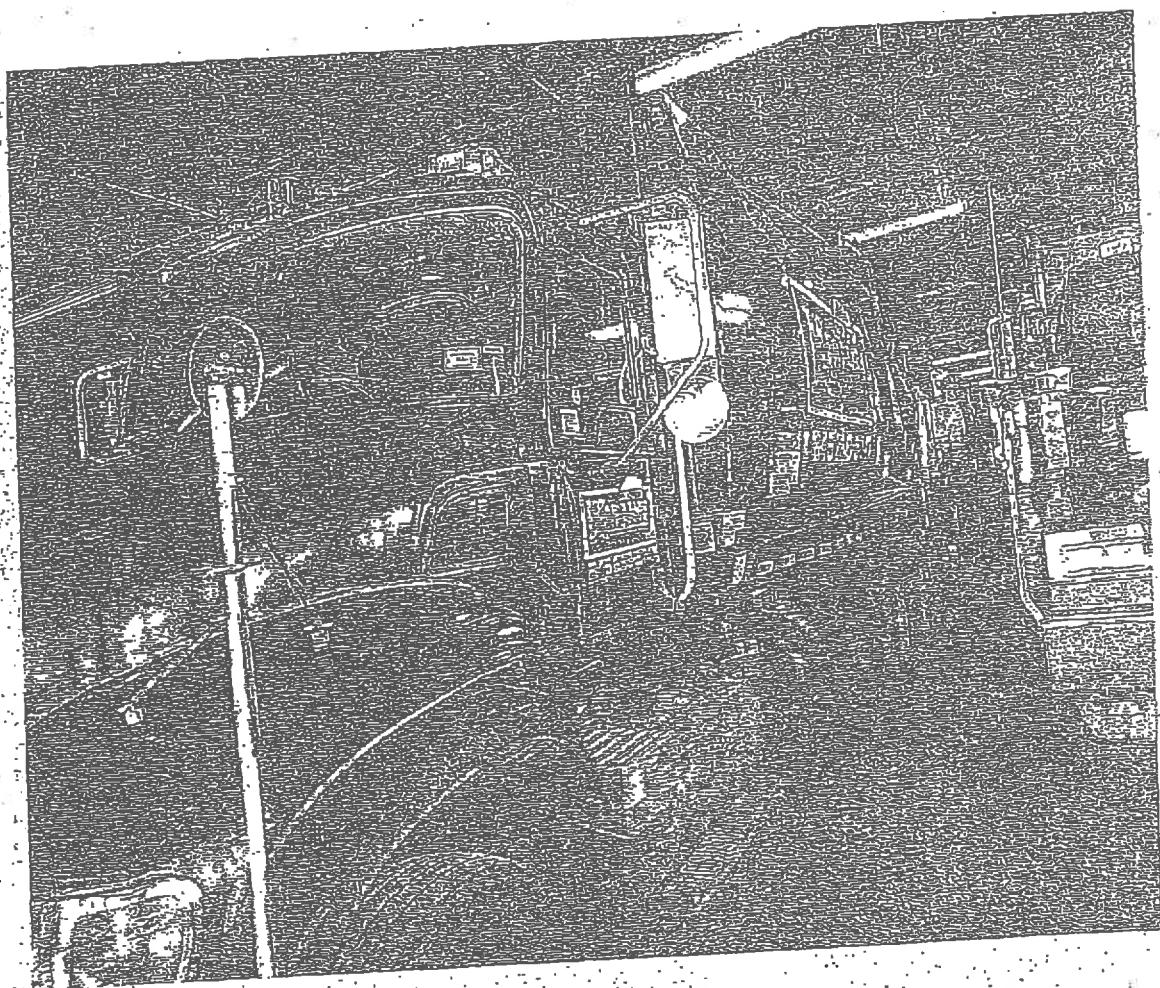
See Accountant's Compilation Report



Marangi Disposal, a division of Cottage Carting Inc., is located in Middletown, NY, and a full service refuse & recycling company licensed to service the following counties: Orange County, Ulster County, & Sullivan County in NY and Pike County in PA. Our company has over 50 years experience in the waste management industry. We take great pride in performing exceptional service that is affordable, efficient, and reliable. With our experienced staff, we feel confident that you will be satisfied with putting your waste management needs in our hands. Marangi can service any size job.

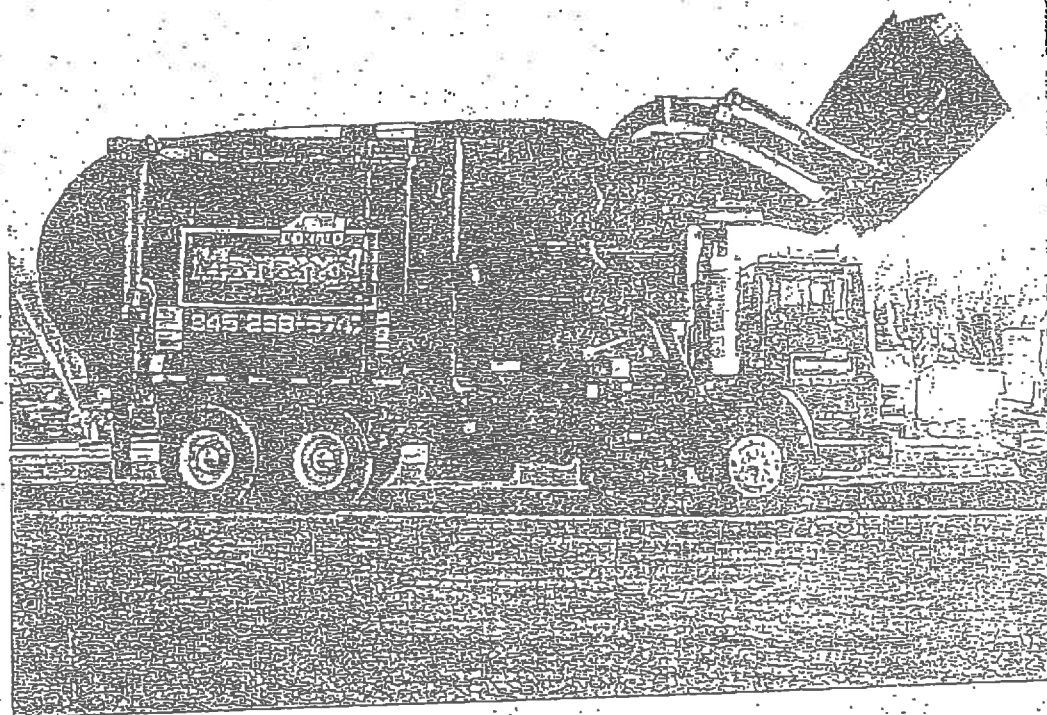
Marangi Disposal has a fleet of 36 vehicles, including 11 front end trucks and 10 roll off trucks.

Also enclosed are diagrams, along with specifications, of various sized front end containers, open top roll off boxes, and self-contained compactors.

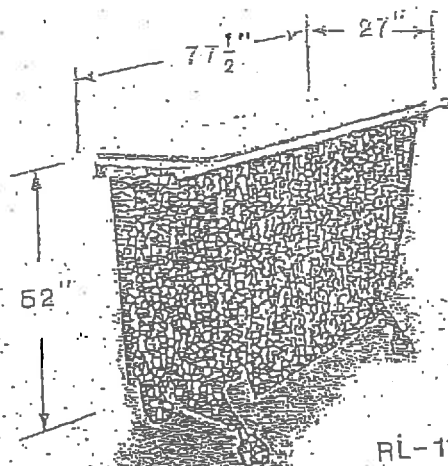




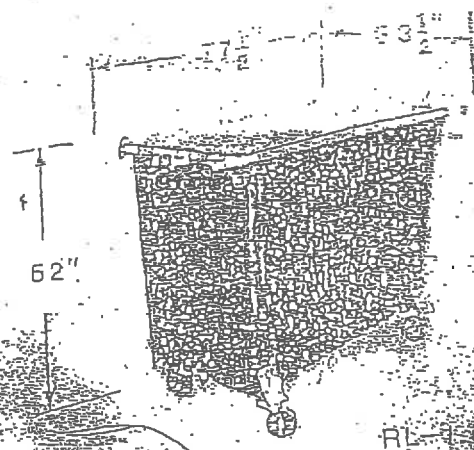




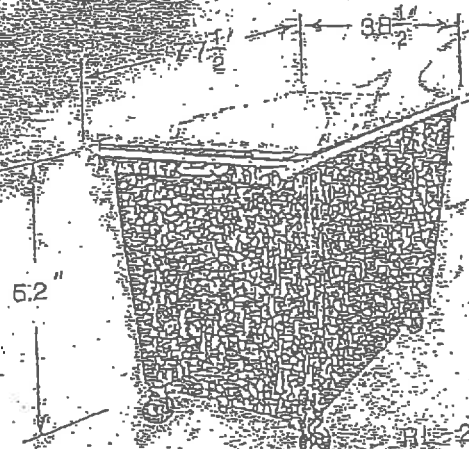




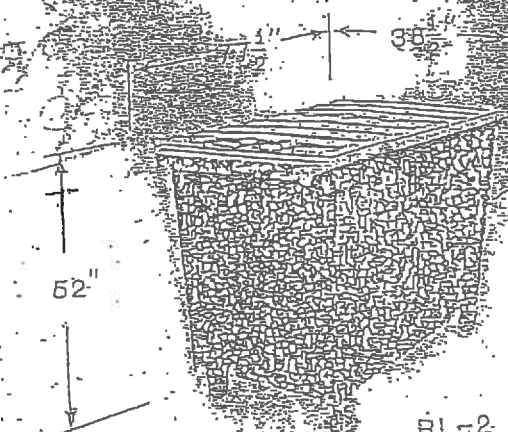
RL-1



RL-1.5

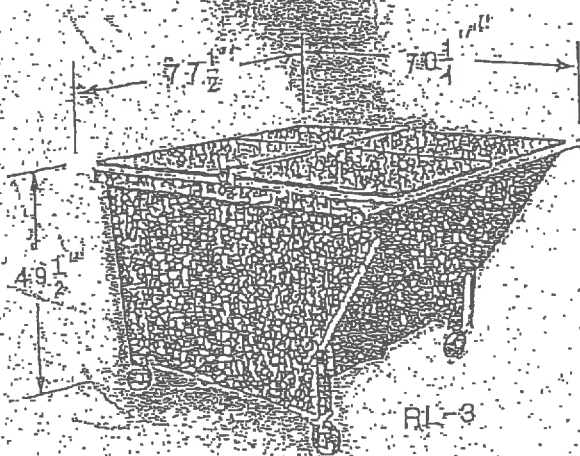


RL-2

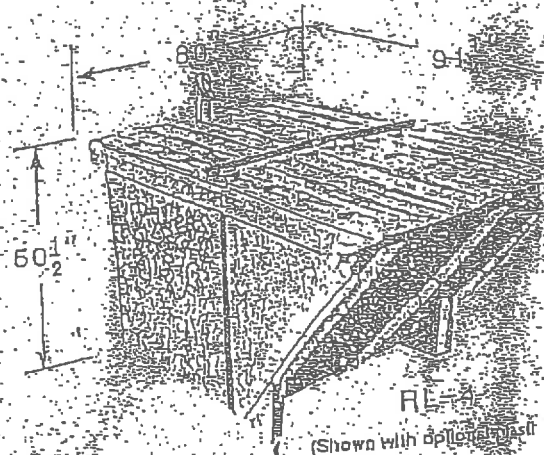


RL-2

(Shown with optional plastic liner)



RL-3



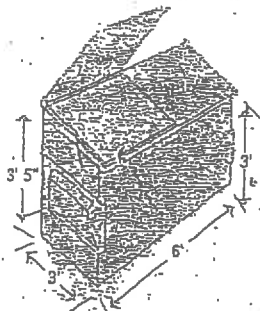
RL-4

(Shown with optional plastic liner)

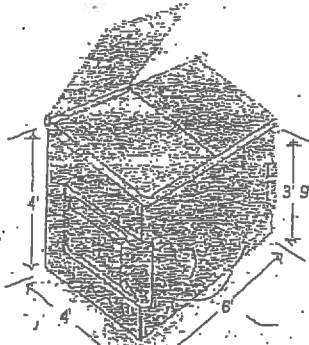
All dimensions shown are overall dimensions.

DeVivo Industries manufactures a full line of portable containers with capacities ranging from one to ten cubic yards. With over ten models to choose from including the unique... DeVivo Industries is sure

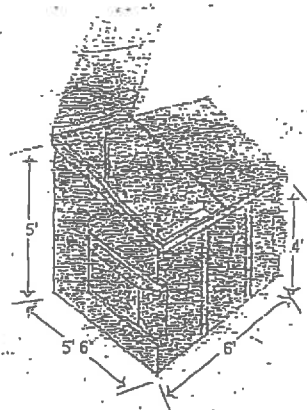
vide long lasting service. The heavy duty casters used on one, one and one-half, two, and three cubic yard containers are top of the line and are grease fitted for long wear. Containers have provisions for draining, all lids have reinforced hinges and double bent edges.



2 YARD

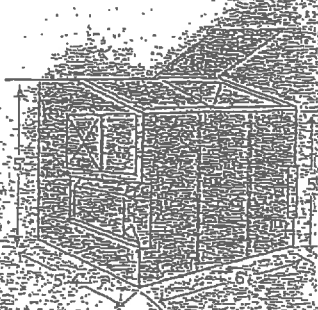


3 YARD

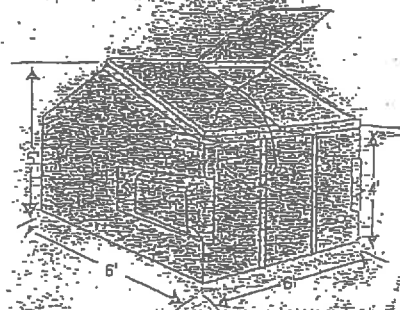


4 YARD

*Apts  
ONLY*

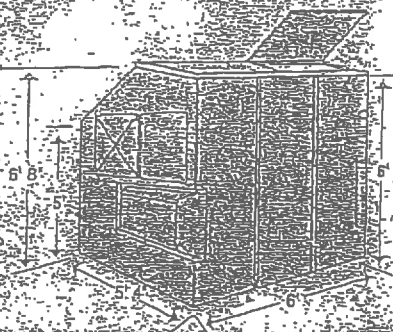


6 YARD

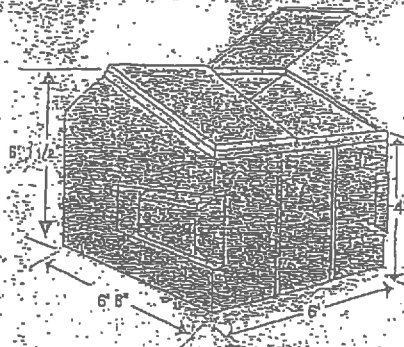


6 YARD SLANT

*Apts  
ONLY*



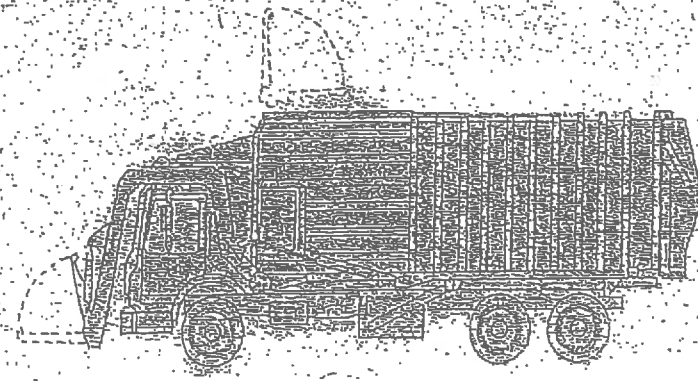
8 YARD



8 YARD SLANT

*Dock*

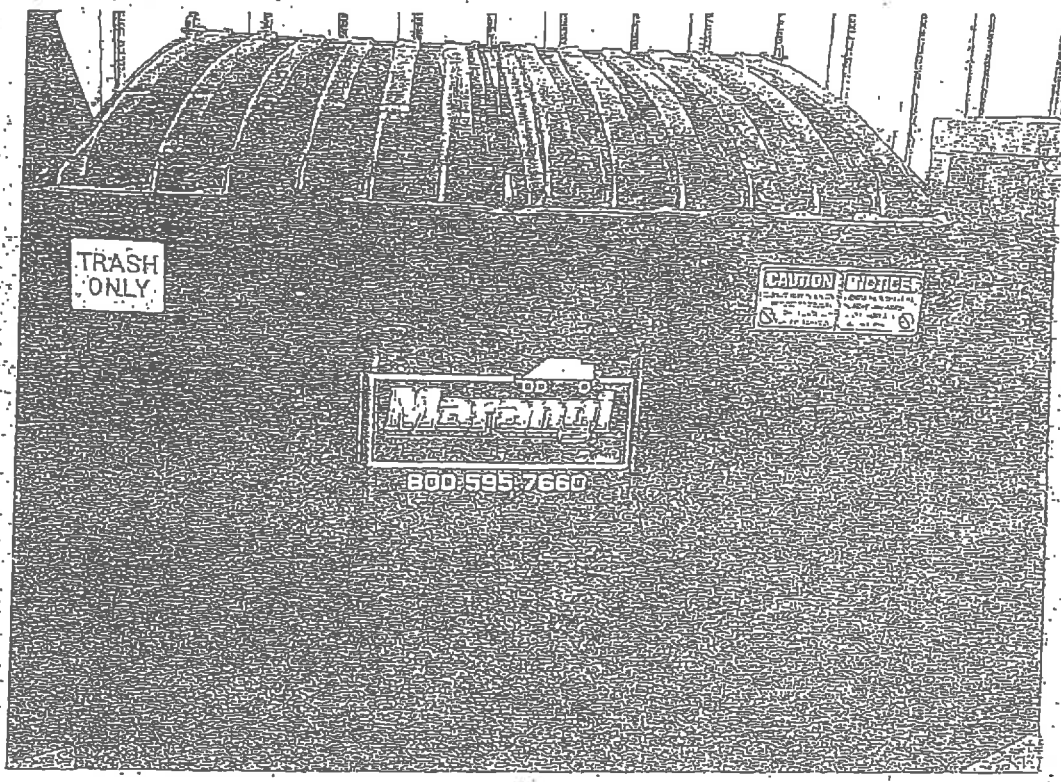
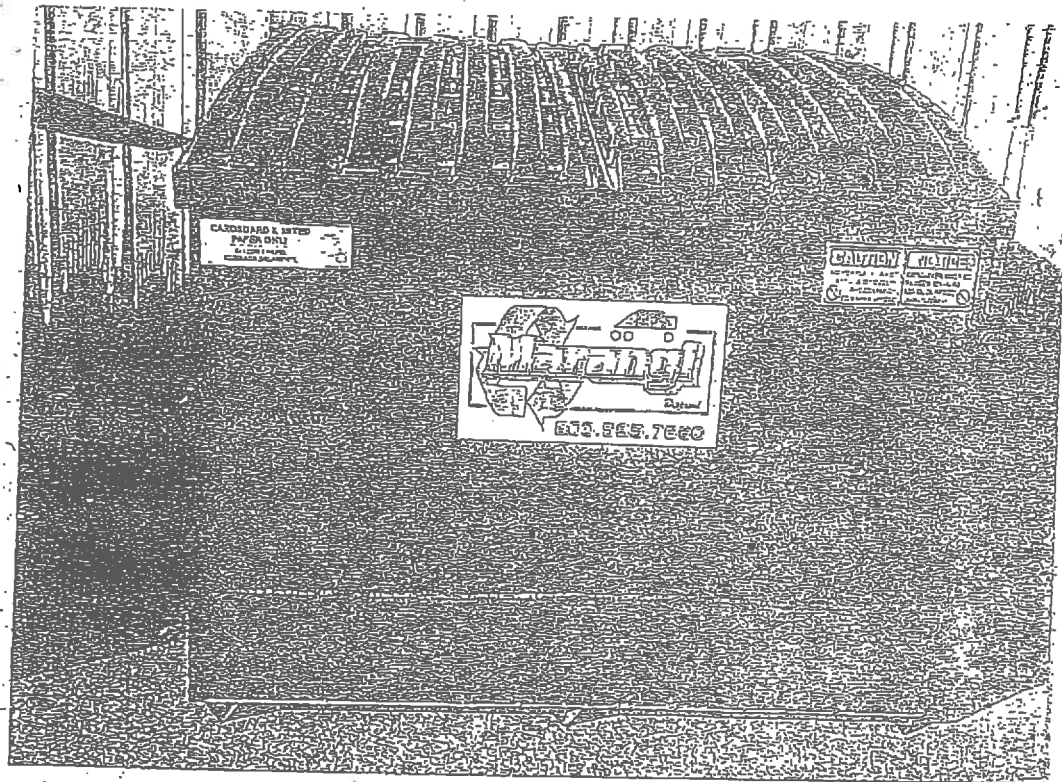
- 2 YD. 16' 4 1/2"
- 3 YD. 17' 2"
- 4 YD. 17' 10"
- 6 YD. 19' 8"
- 8 YD. 20' 2"



36' 5"

**COLLECTION VEHICLE CONFIGURATION**

Note: Approximate specifications subject to change.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Capacity Coverage Company One International Blvd. 3rd Floor Mahwah NJ 07495		<b>CONTACT NAME:</b> Laura Barrett <b>PHONE (A/C, No, Ext):</b> 201-661-2000 <b>FAX (A/C, No):</b> 201-661-2499 <b>E-MAIL ADDRESS:</b> lbarrett@capcoverage.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Navigators Insurance Co	
		<b>INSURER B:</b> Lexington	
		<b>INSURER C:</b> Great American Assurance Company	
		<b>INSURER D:</b> Hanover Insurance	
		<b>INSURER E:</b> Ironshore Specialty Insurance	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1315427455 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	003063800	2/12/2017	2/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	FA16BAP02004601	2/5/2017	2/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	023627176	2/12/2017	2/12/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D E C	Equipment Floater Pollution Excess Liability	Y	Y	IHYA24102011 003063800 EXC4101740	2/28/2017 2/12/2017 2/14/2017	2/28/2018 2/12/2018 2/12/2018	Limit \$2,000,000 Excess Liab Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability Policy has Blanket Additional Insured when required by written contract. Waiver of Subrogation and Primary Non Contributory wording is included, all subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Blooming Grove  
PO Box 358  
6 Horton Road  
Blooming Grove NY 10914

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*HAL*

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**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  Cottage Carting Inc. DBA Marangi Disposal 175 Route 303 Valley Cottage NY 10989  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> (845)268-5747  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-3499921
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Town of Blooming Grove 6 Horton Road Blooming Grove, NY 10914	<b>3a. Name of Insurance Carrier</b> State National Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> AYA71949-0011  <b>3c. Policy effective period</b> 01/01/2017 to 01/01/2018  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Patrick Ryder

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

(Signature)

08/28/2017

(Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-947-4298

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE  
UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  COTTAGE CARTING CORP DBA MARANGI DISPOSAL P.O. BOX 495 175 ROUTE 303 VALLEY COTTAGE, NY 10989  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> (845) 268-5747  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 2411877  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 133-49-9921
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  TOWN OF BLOOMING GROVE PO BOX 358 6 HORTON ROAD BLOOMING GROVE, NY 10914	<b>3a. Name of Insurance Carrier</b> New York State Insurance Fund (NYSIF)  <b>3b. Policy Number of Entity Listed in Box "1a"</b> DBL 2473 33 - 9  <b>3c. Policy effective period</b> 05/07/1990 to 07/01/2018

**4. Policy covers:**

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8/28/2017

By

*Joseph J. Masi*

Joseph J. Masi

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Title Director of NYSIF Disability Benefits Insurance

**IMPORTANT:** If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_

By \_\_\_\_\_

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_

Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



## NGM INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the NGM INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Florida and licensed to do business in the State of NY consents and agrees, that if the contract for the ONCE A WEEK PICK UP TRASH & RECYCLING FOR 4895 SINGLE FAMILY & 110 TWO FAMILY DWELLINGS IN THE TOWN

Be awarded to COTTAGE CARTING INC. d/b/a MARANGI DISPOSAL the undersigned corporation, agrees with the said TOWN OF BLOOMING GROVE

To execute the final bond as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract. IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this 4TH day of NOVEMBER 2017.

NGM INSURANCE COMPANY

By: 

DEBRA J. EZRA

Attorney-In-Fact





## THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

# Bid Bond

MD-1103

**KNOW ALL MEN BY THESE PRESENTS**, that we (Here insert full name and address or legal title of Contractor)  
COTTAGE CARTING, INC dba MARANGI DISPOSAL  
366 HIGHLAND AVE EXT, MIDDLETOWN, NY 10940

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

**NGM Insurance Company**  
**55 West Street**  
**Keene, NH 03431**

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

TOWN OF BLOOMING GROVE  
6 HORTON ROAD, BLOOMING GROVE, NY 10914

as Obligee, hereinafter called the Obligee, in the sum of ONE HUNDRED THOUSAND AND 00/100 Dollars  
(\$ 100,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)  
ONCE A WEEK PICK UP TRASH & RECYCLING FOR 4895 SINGLE FAMILY & 110 TWO FAMILY DWELLINGS IN THE  
TOWN

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 3<sup>RD</sup> day of OCTOBER, 2017

(Witness)

COTTAGE CARTING, INC. dba MARANGI DISPOSAL

(Principal)

(Seal)

(Title)

NGM Insurance Company

(Surety)

(Seal)

DEBRA J. EZRA

(Title) Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of  
4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the  
language used in AIA Document A310, February, 1970 edition.



NGM INSURANCE COMPANY  
A member of The Main Street America Group

# POWER OF ATTORNEY

06-03023013

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Garrett G Post, Carl A Gerson, Keith Adams, Debra J Ezra, Robert G Lull, Bradley W Post**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

*B. R. Fox*

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

*Tasha Ann Philpot*



Tasha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF015117  
Expires 10/3/2018

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 4TH day of NOVEMBER 2017.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



FOR PRINCIPAL'S USE ONLY (Use Only One)

**INDIVIDUAL ACKNOWLEDGEMENT**  
Unless a Corporation

STATE OF \_\_\_\_\_ ss:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_ to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Address

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ ss:  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_ to me known, who, being by me duly sworn, did dispose and say that he/she resides in \_\_\_\_\_

\_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_ the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

FOR SURETY USE ONLY

**SURETY ACKNOWLEDGEMENT**

STATE OF NEW JERSEY ss:  
COUNTY OF BERGEN

On this 4<sup>TH</sup> day of NOVEMBER, 2017, before me personally came

DEBRA J. EZRA

to me known, who being by me duly sworn, did depose and say that he/she resides in MAHWAH, NEW JERSEY  
BERGEN County, that he/she is the Attorney-in-fact of

NGM INSURANCE COMPANY, and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



KAREN SWISTAK  
NOTARY PUBLIC OF NEW JERSEY  
ID # 50011902

My Commission Expires 3/12/2020



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2017, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL ..... CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER  
 EDWARD J. KUHL ..... EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER  
 JEFFREY B. KUSCH ..... EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS  
 BRUCE R. FOX ..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
 MICHAEL D. LANCASHIRE ..... SENIOR VICE PRESIDENT, CLAIMS AND INTEGRATED CUSTOMER SOLUTIONS  
 THOMAS T. FRAZIER ..... SENIOR VICE PRESIDENT & CHIEF INVESTMENT OFFICER  
 AMY J. FREDERICK ..... VICE PRESIDENT & CHIEF INFORMATION OFFICER  
 DEAN P. DORMAN ..... VICE PRESIDENT & CHIEF ACTUARY  
 DANIEL J. GAYNOR, NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,  
 DEBORAH E. MURPHY, JANET M. ROOT, JOHN A. THOMPSON, JR. .... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2016.

**ADMITTED ASSETS**

Bonds at Amortized Values .....	\$1,486,908,524
Stocks at Market Value .....	375,048,488
First Mortgage Loans .....	15,012,569
Real Estate .....	4,071,652
Cash in Office and Banks .....	(1,237,634)
Short Term Investments .....	79,381,541
Agent's Balance (Less than 90 Days) .....	233,570,037
Accrued Interest .....	12,477,420
Other Assets .....	282,790,583
<b>TOTAL ADMITTED ASSETS .....</b>	<b>2,468,023,160</b>

**LIABILITIES**

Reserve for Losses .....	\$706,951,233
Reserve for Loss Adjustment Expenses .....	127,000,840
Reserve for Unearned Premiums .....	498,421,523
Reserve for Other Underwriting Expenses .....	50,160,758
Reserve for Taxes, Licenses, and Fees .....	2,751,523
Loss Drafts in Transit .....	0
Other Liabilities .....	43,330,220
Total Liabilities .....	1,428,616,097
Policyholders' Surplus .....	1,039,407,063
<b>TOTAL .....</b>	<b>\$2,468,023,160</b>

Securities as deposited by law, included above = \$ 8,139,234

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on  
this 16th day of March, 2017



Tesha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF915117  
Expires 10/3/2019

IN WITNESS THEREOF I hereunto subscribe  
my name and affix the seal of said company  
this 16th day of March, 2017

Bruce R. Fox  
Vice President, General Counsel & Secretary

